UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETES

JANICE STEVENSON, Plaintiff,

2006 OCT -b ₱ 1:22

v.

NEIGHBORHOOD HOUSE CHARTER SCHOOL, Defendant

CIVIL ACTION NO. 05-CV-11584-DPW

PLAINTIFF'S MOTION TO TERMINATE MEDIATION

NOW come Janice W. Stevenson ("Plaintiff") and prays that this Honorable Court will suspend mediation with Neighborhood House Charter School ("Defendant"). Plaintiff sets forth the following reasons:

- 1. Plaintiff does not believe that this agreement is confidential and for the exclusive use of this overtime wage claim. The present agreement has become a legal tool for Defendant to perpetuate illegal and unfair business practices.
- 2. Plaintiff in good conscience cannot condone such behavior or become a party with Defendant in its future claims with the commonwealth or the federal government.
- 3. Plaintiff also believes that the agreement will be used beyond the present case and Plaintiff will unknowingly become a witness for the Defendant in subverting the Commonwealth of Massachusetts' constitution and general laws.
- 4. Plaintiff welcomes a settlement agreement for wages or personal injury that is confidential, limits the settlement agreement's admissibility as evidence and includes disclosure restrictions of the settlement agreement.
- 5. Plaintiff does not have an attorney in this matter and has to go with her gut feelings regarding the present settlement agreement.

- 6. Plaintiff appreciates the sincere efforts of this Honorable Court during the mediation process; even though this Honorable Court cannot and has not given this Plaintiff legal advice. Plaintiff had to rely on the totality of the courtroom proceedings which included Defendant's attorneys' mannerisms, phrasing of answers to the questions, and the use of the word "nuisance".
- 7. Plaintiff performed six different jobs for the Defendant: 1) human resources, 2) payroll, 3) account payable, 4) account receivables, 5) grant funds disbursement, 6) development office; I was never referred to as a "nuisance" when I arrived early, left late, and worked offsite to finish all tasks.
- 8. Defendant did not care where I lived, what my familial or marital status was, where I was from, whom I had worked for in the past, my character. The Defendant wanted daily results for all six jobs.
- Plaintiff worked for this Defendant for a total of thirteen (13) months, performing work as directed, nevertheless, now I had become a "nuisance" for demanding payment of my earned but unpaid wages.

THEREFORE, Plaintiff prays that this Honorable Court will suspend mediation with Defendant.

Date: October 6, 2006

Respectfully submitted by,

ance Stevenson

Janice Wilson Stevenson

P.O. Box 400372

Cambridge, MA 02140

617-721-2638 - ph

866-838-4286 - fax

CERTIFICATE OF SERVICE

I hereby certify that this document was served on NEIGHBORHOOD HOUSE CHARTER SCHOOL by email to:

Barry J. Miller (BBO # 661596) SEYFARTH SHAW LLP World Trade Center East, Two Seaport Lane, Suite 300 Boston, MA 02210-2028 Telephone: (617) 946-4800 Telecopier: (617) 946-4801

David A. Guadagnoli Sullivan & Worcester LLP One Post Office Square Boston, MA 02109 617-338-2880 - fax dag@sandw.com

Janiee Stevenson